

REMARKS**I. Status**

The Office Action indicates claims 1-13, 16, and 18-29 to be pending in this Application. With this response, claims 1, 18, 20, and 22-24 are amended. No new matter has been added.

Claims 1, 18, 20, and 22-24 are rejected under 35 U.S.C. 112, first paragraph.

Claims 1, 18, 20, and 22-24 are rejected under 35 U.S.C. 112, second paragraph.

Claims 1-13, 16, 18, and 22-29 are rejected under 35 U.S.C. 103(a) as being unpatentable over Brandes (U.S. Patent No. 6,920,327) in view of Dorenbosch (U.S. Patent Application Publication No. 2004/0028009) and Cave (U.S. Patent Application Publication No. 2005/0070287).

Claims 19-21 are rejected under 35 U.S.C. 103(a) as being unpatentable over Brandes in view of Dorenbosch, Cave, and Grilli (U.S. Patent Application Publication No. 2003/0002525).

Claims 1, 18, 20, and 22-24 are independent.

II. Rejections under 35 U.S.C. 112

The Office Action, stating that:

“[c]laims 1, 18, 20, 22, 23 and 24 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention,”

rejects claims 1, 18, 20, and 22-24 under 35 U.S.C. 112, first paragraph.

The Applicant further notes that the Office Action, stating that:

“[c]laims 1, 18, 20, 22, 23 and 24 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention,”

rejects claims 1, 18, 20, and 22-24 under 35 U.S.C. 112, second paragraph.

However, the Applicant respectfully disagrees in view at least of the disclosure of the present application setting forth that:

“[i]f the partial handover procedure can be considered successfully completed, UNE initiates downlink resource release from bi-directional domain in step 412. The bi-directional domain releases the radio connection related to the handover service in step 413. Preferably, UTRAN releases the downlink of the connection related to handed over service. If there is a need for, for example, a control and the uplink of the bi-directional domain remains stable, it can be optionally maintained. The service delivery to EUT is handed over to the UNE in step 414”
(see disclosure of the present application paragraph [0033])

“Thus, yet another example of the partial handover from the cellular mobile data communication domain to the broadband data communication domain is provided ... When the bi-directional network has received the acknowledgement signalling, the bi-directional domain realises that the unidirectional domain has enough available data delivery resources for handing over the service, which is delivered via the bi-directional network, to be broadcast via, e.g. IPDC. The bi-directional network sends the handover command to EUT. Preferably, the handover command relates only for a service and for that only the downlink of the bi-directional network”
(see disclosure of the present application paragraph [0046])

“The example of FIG. 10 depicts in a form of a signalling diagram messages and signals between EUT, UNE and the bi-directional domain when performing handover of a service from the unidirectional domain to the bi-directional

domain. Thus, yet another example of the inter-system handover from the broadband data communication domain to the cellular mobile data communication domain is provided.” (see disclosure of the present application paragraph [0048]).

Moreover, with this response the Applicant amends claims 1, 18, 20, and 22-24.

No new matter has been added. The Applicant respectfully submits that claims 1, 18, 20, and 22-24, at least with the amendments herewith, are in compliance with 35 U.S.C. 112.

In view of at least the foregoing, the Applicant respectfully requests that the rejections under 35 U.S.C. 112 be withdrawn.

III. Rejections under 35 U.S.C. 103

With this response the Applicant amends claims 1, 18, 20, and 22-24. No new matter has been added.

The Applicant respectfully submits that the cited references, taken individually or in combination, fail, for example, to disclose, teach, or suggest:

“... determining to complete said handover, wherein with said completion of said handover traffic communication is maintained via the uplink connection of the digital generally bi-directional communications service, wherein the traffic was communicated, prior to said handover, via the same uplink connection”

as set forth in claim 1 as amended herewith (emphasis added), and as similarly set forth in claim 22 as amended herewith.

As another example, the cited references, taken individually or in combination, fail to disclose, teach, or suggest:

“... determining to complete, at said user apparatus, said handover, wherein with said completion of said handover traffic communication is maintained via the uplink

connection of the cellular mobile data communication domain, wherein the traffic was communicated, prior to said handover, via the same uplink connection”

as set forth in each of claims 18 and 20 as amended herewith (emphasis added), and as similarly set forth in each of claims 23 and 24 as amended herewith.

The Office Action apparently equates the “uplink connection” of the claims prior to the amendment herewith with the uplink of Cave, and apparently equates the “handover” of the claims prior to the amendment herewith with the soft handover of Cave.

However, the Applicant respectfully submits that even if such equations were, for the sake of argument, taken to be valid, the cited references, taken individually or in combination, would still fail, for instance, to disclose, teach, or suggest that there is determination to complete the soft handover of Cave, wherein with completion of the soft handover traffic communication is maintained via an uplink of Cave, where the traffic was communicated, prior to the soft handover of Cave via that same uplink of Cave, and instead would merely discuss “breaking” the uplink of Cave to base station 122₁ of Cave with completion of the soft handover of Cave to base station 222₂ of Cave:

“[i]n hard handover, the communication link with base station 122₁ is broken prior to establishment of the communication link with base station 222₂, (referred to as ‘break then make’). In soft handover, the communication link with base station 222₂ is established prior to breaking the link with base station 122₁, (referred to as ‘make then break’). In soft handover, a period of time exists where both base stations 22 have communication links with the wireless user 24”

(see Cave paragraph [0004]; emphasis added).

In view of at least the foregoing, the Applicant respectfully submits that claims 1, 18, 20, and 22-24 at least as amended herewith, as well as those claims that depend therefrom,

are in condition for allowance.

IV. Dependent Claims

The Applicant does not believe it is necessary at this time to further address the rejections of the dependent claims as the Applicant believes that the foregoing places the independent claims in condition for allowance. The Applicant, however, reserves the right to further address those rejections in the future should such a response be deemed necessary and appropriate.

(Continued on next page)

CONCLUSION

The Applicant respectfully submits that this application is in condition for allowance for which action is earnestly solicited.

If a telephone conference would facilitate prosecution of this application in any way, the Examiner is invited to contact the undersigned at the number provided.

AUTHORIZATION

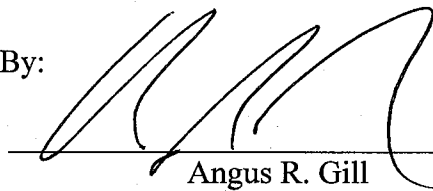
The Commissioner is hereby authorized to charge any fees which may be required for this amendment, or credit any overpayment to Deposit Account No. 504827, Order No. 1004289.247US (4208-4281).

Furthermore, in the event that a further extension of time is required, the Commissioner is requested to grant a petition for that extension of time which is required to make this response timely and is hereby authorized to charge any fee for such an extension of time or credit any overpayment for an extension of time to the above-noted Deposit Account and Order No.

Respectfully submitted,

LOCKE LORD BISSELL & LIDDELL LLP

By:

A handwritten signature in black ink, appearing to be 'Angus R. Gill', written over a horizontal line.

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